

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CBV, INC.,

Plaintiff

v.

CHANBOND, LLC,

Defendant.

C.A. No. _____

PLAINTIFF’S MOTION FOR LEAVE TO FILE COMPLAINT UNDER SEAL

Plaintiff CBV, Inc. (“CBV” or “Plaintiff”), by and through its undersigned counsel, respectfully moves pursuant to Federal Rule of Civil Procedure 5.2 and the Local Rules of Civil Practice and Procedure of the United States District Court for the District of Delaware, for leave to file its Complaint (the “Complaint”) and certain supporting exhibits under seal. The bases for this Motion are set forth below:

1. This is an action for breach of contract, declaratory judgment, injunctive relief, and seeking specific and prompt performance of payments due and owing to CBV pursuant to the April 9, 2015 Patent Purchase Agreement (“PPA”) by and between CBV and ChanBond LLC, which has been stymied by the actions of both the former and current owners of ChanBond.

2. The Complaint sets forth confidential information concerning the parties’ relationship and obligations regarding the exchange and treatment of each party’s confidential information.

3. If the confidential information set forth in the complaint is disclosed, certain of the parties’ obligations regarding the treatment of confidential information will be for naught, and disclosure will cause irreparable harm to one or both parties. In *Littlejohn v. Bic Corp.*, 851 F.2d 673 (3d Cir. 1988), the Third Circuit held that, though the common law afforded the public the

right of access to judicial proceedings and records, that “right is not absolute.” *Id.* at 677-78 (citing *Nixon v. Warner Comm., Inc.*, 435 U.S. 589, 598 (1978). Rather, “[c]ourts may deny access to judicial records, for example, where they are sources of business information that might harm a litigant’s competitive standing.” *Id.* at 678 (quoting *Nixon*, 435 U.S. at 598) (emphasis added); *see also Leucadia, Inc. v. Applied Extrusion Tech., Inc.*, 998 F.2d 157, 162 (3d Cir. 1993) (“Documents containing trade secrets or other confidential business information may be protected from disclosure.”).

4. The PPA at issue here contains a confidentiality provision requiring confidential treatment of the PPA and its terms. Failure to file this Complaint under seal would potentially require CBV to breach the terms of the PPA.

5. CBV will file a public version of the Complaint, with the confidential information redacted, within seven days of this motion being granted.

WHEREFORE, CBV respectfully requests leave to file its Complaint in this matter under seal.

BUCHANAN, INGERSOLL & ROONEY PC

Dated: October 15, 2021

/s/ Geoffrey Grivner

Geoffrey G. Grivner (#4711)
Kody M. Sparks (#6464)
500 Delaware Avenue, Suite 720
Wilmington, DE 19801-3036
(302) 552-4200
geoffrey.grivner@bipc.com
kody.sparks@bipc.com

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Patrick C. Keane, Esq.
BUCHANAN, INGERSOLL & ROONEY PC
1737 King Street, Suite 500
Alexandria, VA 22314-2727

(703) 836-6620
patrick.keane@bipc.com

Attorneys for Plaintiff